

COTTONWOOD HEIGHTS

RESOLUTION NO. 2012-24

A RESOLUTION APPROVING A "GAMES AND ACTIVITIES" CONTRACT WITH CUSTOM EVENTS, INC. FOR 2012 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 8 May 2012 to consider, among other things, approving and ratifying a contract and purchase order, and amendment thereto (collectively, the "*Agreement*"), with Custom Events, Inc. ("*Contractor*") whereunder the City would retain Contractor to provide and oversee various games and events at the City's 2012 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

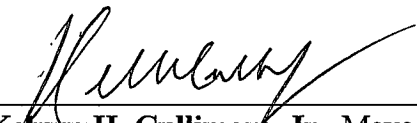
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

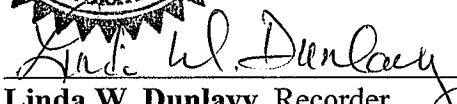
This Resolution, assigned no. 2012-24, shall take effect immediately upon passage.

PASSED AND APPROVED this 8th day of May 2012.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kelvin H. Cullimore, Jr., Mayor




Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 8th day of May 2012.

RECORDED this ^{8th}8 day of May 2012.

578002.1

CUSTOM EVENTS

(801) 446-5115
fax: (801) 562-1240
538 west 9560 south
Sandy, Utah 84070
www.customeventsinc.com

EVENT PROPOSAL*

Company: Butlerville Days

Contact: Ann Eatchel

Telephone: 801-550-8225

Fax/email: aeatchel@ch.utah.gov

Date: Tuesday July 24th 2012

Time: 4:30 - 9:00 p.m.

Location: 7500 South 2700 East, Cottonwood Heights

****Custom Events will provide**

Butlerville Days with tickets (8 rolls)

and Wristbands (at least 1 box)

Custom Events will provide the following services:

****Kong's Revenge Obstacle Course.** This giant obstacle course is guarded at the front by King Kong himself! If you dare, climb in behind Kong and make your way through this exciting course! Try not to wake the sleeping giant!!!!

****Pride of the Caribbean Obstacle Course.** This big, awesome obstacle course is fun for all ages! With a big slide on the front and all sorts of obstacles to run through, it's Caribbean Pirate theme makes the adventure even more fun!

****Excalibur Slide.** This new slide is designed to make you feel like your in mid-evil times! It's fun appearance makes everyone enjoy sliding down or just watching the kids go down!

****Gigantic Shark Slide.** This huge slide stands 34 feet in the air, making it our biggest slide!

His huge teeth and big fin make it an adventure to climb up and slide down out of his mouth as fast as you can!

****Double Splash Wave Slide.** This is our newest slide! Standing about 20 feet high and bright blue and white in color, makes this double slide a very fun and exciting addition to our already great selection!

****Batman Challenge Obstacle Course.** This is our newest obstacle course! Who doesn't love Batman! Challenging obstacles and slides make this piece an awesome adventure for all to see and experience!

****Rescue Squad Obstacle Course.** This is also a new obstacle. Made for the younger explorer, this hero obstacle is plastered with colorful pictures of policemen and firemen and all the American heroes! The kids will love it!

****Spongebob Squarepants Bounce House.** All the kids and most adults have fallen in love with Spongebob! Now you can climb in and bounce in our new bright and colorful 15' x 15' Spongebob bounce house! Are you ready kids!

****18' Giant slide.** This colorful inflatable slide is great fun for all ages, it is double wide so two riders can go at the same time. Not only is it fun, but riders also move through quickly so it is great for large crowds who don't like to wait in line!

****Princess Playhouse.** If you love the Disney Princesses, you will love this adorable 4 in one playhouse. Slide, jump and play with Cinderella, Snow White, Belle and all your favorite Disney characters!

****3 Lane Bungee Run.** Test your strength against your friends as you see how far you can run before the bungee pulls you back. The Bungee Run will handle three riders at a time!

****Jeff's OLD FASHIONED Fun and Games FROM 5:00 – 8:00 p.m.** This popular activity grew out of demand from previous customers. Jeff Mace is the owner of our company and has a talent for making people have fun! He is energetic and loves to personally interact with your crowd doing fun contests, games, and activities. Everyone who participates will receive a great prize! This service provides an opportunity for lots of people to be involved having fun together! AS PER YOUR REQUEST, WE WILL CONCENTRATE ON THE OLD FASHIONED GAMES! Bring Extra prizes for all kid games.

****2 Dunk Tanks.**

****4 Face Painters From 4:30 to 5:30, 4 More from 5:30 – 8:30 p.m. (total of 8 face painters)**
Kids of all ages love the attention they get from having characters painted on their face!

****2 Rock wall.** Test your strength, and agility on our brand new 25' tall professionally manufactured wall. This piece has built in safety features like a hydraulic rope braking system, so even the faint of heart can climb with confidence!

****Gladiator Joust for Youth Council**

The total price for the above services will be: \$10,070.00

Minus We love you discount: savings of \$2,270.00 (rockwalls half off)

Subtotal before tax: \$7,800.00

Sale tax of 6.6%: \$N/A

To book the above services a 25% deposit is required along with a signed copy of an acceptable proposal.

^The remainder will be due on the day of your event.^

**Custom Events Inc. schedules the use of attractions on a first come, first serve basis. The equipment on this proposal is not guaranteed unless a signed copy is received and confirmed by Custom Events Inc.*

***Custom Events Inc. operates all equipment according to manufacturer, and insurance specifications. Custom Events Inc. will not be held liable if wind, weather, or other acts of nature affect our ability to perform this event.*

****This contract is subject to a \$25% cancellation fee if event is cancelled within 30*

days of event date.

Accepted by: _____ Attest: _____

Kelvyn H. Cullimore, Jr., Mayor

Linda W. Dunlavy, Recorder

Date signed: May __, 2012

Mailing Address: 1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047

Amendment to "Custom Events" Contract and Purchase Order

THIS AMENDMENT (this "*Amendment*") is entered into effective 8 May 2012 between **CUSTOM EVENTS, INC.**, a Utah corporation ("*Provider*"), and the city of **COTTONWOOD HEIGHTS**, a Utah municipality ("*City*"), and shall be deemed to amend that certain "Event Proposal" (the "*Agreement*") attached to this Amendment.

Section 1. **Background.** City has scheduled its annual "Butlerville Days" community event (the "*Event*") for 24 July 2012 on the public property surrounding the Cottonwood Heights Recreation Center near 2700 East 7500 South in the City (the "*Event Site*"). As part of the Event, City desires to provide recreational opportunities to Event participants in the form of rides, games, face-painting and other activities. Provider is in the business of providing such services, and has proposed to provide (as specified in the Agreement) all necessary or advisable equipment, facilities, supervision, etc. for such activities in connection with the Event (collectively, the "*Event Services*").

Section 2. **Amendments.** By their signatures below, the parties mutually accept and enter into the Agreement, subject to the following modifications:

(a) **Time of Event.** With at least three days' prior notice to Provider, City may adjust the time of the Event from 4:30-9 p.m. (as shown on the Agreement) to 5-9:30 p.m.

(b) **Insurance.** Provider shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of One Million Dollars (\$1,000,000.00) combined single limit. Provider shall cause City and its officers, employees and other designees to be named as additional insureds under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three (3) days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

(c) **Hold Harmless Undertaking.** Provider agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the "*Indemnitees*") from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Event Services. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the "Utah Governmental Immunity Act" (UTAH CODE ANN. § 63-30-1, *et seq.*).

Section 3. **No Other Modifications.** Except as specifically amended and modified by this Amendment, the Agreement shall be deemed unmodified and in full force and effect between the parties.

DATED effective the date first-above written.

PROVIDER:

CUSTOM EVENTS, INC., a Utah corporation

By: _____
 Jeffrey Mace, President

CITY:

COTTONWOOD HEIGHTS, a Utah municipality

ATTEST:

By: _____
 Linda W. Dunlavy, Recorder

By: _____
 Kelvyn H. Cullimore, Jr., Mayor